Sanitized Copy Approved for Release 2010/06/17 : CIA-RDP61-00763A000200020044-3

SECRET

DPD-4732-59

Contract No. BC-200
Amendment No. 9

Hycon Mfg. Company
Pasadena, California

JUL 29 1959

Gentlemen:

1. Reference is made to Contract No. BC-200, as amended by Amendments Nos. 1 through 8, entered into between The United States of America and Hycon Mfg. Company.

2. In accordance with the provisions of paragraph 2 entitled "CHANGES" of the GENERAL PROVISIONS the Government does hereby amend Contract No. BC-200 as hereinafter set forth:

(a) Item 31 of SCHEDULE I is deleted in its entirety and the following is substituted therefor:

"31. Special Consulting Services for Period 28 January 1958 thru 30 June 1958. 69 days

(b) Delete the following items from SCHEDULE II in their entirety:

"35. Technical Data and Instruction Manuals for the Programmer Model 73-B and Electrical System 732600 10 ea.
Reproducible copy 1 ea.

"79. Technical Manuals for Gyro Block and Vibration Detector Test Set 9 prints
Reproducible copy 1 ea.

(c) SCHEDULE II is further amended as follows:

25X1

ILLEGIB

25 YEAR RE-REVIEW

SECRET

Sanitized Copy Approved for Release 2010/06/17 : CIA-RDP61-00763A000200020044-3

25X1

Sanitized Copy Approved for Release 2010/06/17 : CIA-RDP61-00763A000200020044-3

Page Denied

Next 4 Page(s) In Document Denied

Sanitized Copy Approved for Release 2010/06/17 : CIA-RDP61-00763A000200020044-3

Sanitized Copy Approved for Release 2010/06/17 : CIA-RDP61-00763A000200020044-3

and the following clause.

"PERSONAL PROPERTY TAX

The final price under this contract reflects $24,414.65 paid on account of personal property taxes against property to which the Government acquired title by virtue of the clause of this contract entitled "Progress Payments". Such amount is based on assessments made against such property to the extent of the difference on the assessment date between the book value thereof and the amount of progress payments received. The Contractor agrees to have such taxes paid in such a manner as to avoid (1) any implication that payment is being made voluntarily by a suitable statement accompanying said payment and (2) to preserve all rights of refund as directed by the Government. If the Contractor is successful in obtaining a refund of any such taxes paid or obtains any substantital favorable change in the basis upon which such assessments are made, or if any taxing authority changes the basis upon which it makes such assessments so that the result would be a substantial increase or a substantial decrease in the amount of such taxes paid or estimated to be paid, it is agreed that the final price shall be equitably adjusted. Such price shall similarly be equitably adjusted to reflect any substantial subcontract price increases or decreases required by the terms of such subcontracts resulting from refunds or changes in the basis upon which assessments are made against property to which the Government acquired title by virtue of the article in subcontracts corresponding to the "Progress Payments" clause in this contract. The equitable adjustments provided for in this clause shall be accomplished following written request by either of the parties of this contract and shall be negotiated on the basis of data showing the amount of increase or decrease in such personal property taxes. Failure to agree upon the amount of any such adjustment shall be deemed a dispute regarding a question of fact within the meaning of the clause of this contract entitled "Disputes". Any such adjustment in such price shall be appropriately reflected by amendment of this contract."

6. All other terms and conditions, as amended, remain unchanged.

7. Please indicate your receipt of this Amendment No. 9 to Contract No. BC-200 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy thereof to the undersigned and retain the remaining copy for your files.

25X1 ACKNOWLEDGED AND ACCEPTED
HYCON MFG. COMPANY

[redacted]

Contracting Officer

25X1 BY [redacted]

TITLE Vice Pres. & Gen. Mgr.

DATE 3 Aug. 1959

Sanitized Copy Approved for Release 2010/06/17 : CIA-RDP61-00763A000200020044-3